

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

---

OPTREX AMERICA, INC.,	)	)
	)	)
Plaintiff and Counterclaim-Defendant,	)	)
	)	Civil Action No. 04-1536-KAJ
v.	)	)
HONEYWELL INTERNATIONAL INC.; and	)	)
HONEYWELL INTELLECTUAL	)	Civil Action No. 04-1338-KAJ
PROPERTIES INC.,	)	(Consolidated)
	)	)
Defendants and Counterclaimants.	)	)
	)	)

---

**STIPULATION**

WHEREAS defendants and counterclaimants Honeywell International Inc. and Honeywell Intellectual Properties Inc. (collectively, "Honeywell") have filed certain counterclaims in response to Plaintiff Optrex America, Inc.'s ("OAI") Complaint and Demand for a Jury Trial in the above-captioned matter; and

WHEREAS, Honeywell's counterclaims identify OAI as a counterclaim-defendant; and

WHEREAS, OAI has identified, in its discovery responses, certain subsidiaries, affiliates and/or other related entities that manufacture, supply and/or sell LCD modules that may become relevant to Honeywell's counterclaims in the above-referenced matter; and

WHEREAS, Honeywell and OAI agree to direct, for now, Honeywell's counterclaims only against OAI to streamline the litigation and avoid unnecessary time and expense to the Court and to the parties;

NOW, THEREFORE, in consideration of the foregoing, Honeywell and OAI hereby agree and stipulate as follows:

1. Based upon the agreements contained herein, Honeywell will not further amend its Answer and Counterclaims to OAI's Complaint and Demand for a Jury Trial to add as defendants any subsidiaries, affiliates or other related entities of OAI identified in its discovery responses;

2. OAI represents that it has access to, and thus agrees to produce in this matter, in response to discovery requests from Honeywell and subject to OAI's existing and future discovery responses and objections, relevant discoverable, non-privileged documentation and testimony from its subsidiaries, affiliates or other related entities of OAI, including but not limited to Optrex Corporation ("Optrex Japan"), to the extent such documentation and testimony relate to modules sold in the U.S. by OAI or Optrex Japan, or to the extent OAI or Optrex Japan have been placed on notice by their customer that a product sold in the U.S. by their customer incorporated a module sold by OAI or Optrex Japan, or to the extent discovery is available from Optrex Japan regarding whatever modules sold by OAI or Optrex Japan are ultimately ordered by this Court to be at issue, notwithstanding that these subsidiaries, affiliates or other related entities are not named parties in this matter. Additionally, OAI represents that it believes it has access to, and will be able to provide, subject to the conditions stated in the preceding sentence, relevant sales data for the U.S. sales of the LCD modules sold by OAI and Optrex Japan that may become relevant to this case.

3. OAI agrees that it will not invoke any territorial aspects of 35 U.S.C. § 271 as an absolute basis for preventing the entry of judgment against them in this matter; OAI may invoke the territorial aspects of this statute as a basis for reducing, but not eliminating, the amount of damages that Honeywell may be awarded in this matter.

4. Honeywell agrees that actions or activities by Optrex Japan that might provide a factual basis to a defense against Honeywell's counterclaims will inure to the benefit of OAI, and Honeywell will treat such actions or activities as if they were performed by OAI.

5. OAI agrees to answer for, and that it will be liable for any judgment resulting from, sales of modules by Optrex Japan that are ultimately determined to be at issue in this case.

6. OAI and Honeywell have authorized their undersigned counsel to enter into this Stipulation on their behalf.

*/s/ Thomas C. Grimm*

/s/ Karen L. Pascale

Thomas C. Grimm (#1098)  
Leslie A. Polizoti (#4299)  
1201 N. Market Street  
P. O. Box 1347  
Wilmington, DE 19899-1347  
(302) 658-9200  
[tgrimm@mnat.com](mailto:tgrimm@mnat.com)  
[lpolizoti@mnat.com](mailto:lpolizoti@mnat.com)  
*Attorneys for Honeywell Internation  
and Honeywell Intellectual Property*

Karen L. Pascale (#2903)  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801  
(302) 571-6600  
[kpascale@ycst.com](mailto:kpascale@ycst.com)  
*Attorneys for Optrex America, Inc.*

SO ORDERED this \_\_\_\_ day of \_\_\_\_, 2006.

## United States District Judge

CERTIFICATE OF SERVICE

I hereby certify that on July 13, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will send notification of such filing to the following:

John R. Alison, Parker H. Bagley, Robert J. Benson, Robert Karl Beste, III, Elizabeth L. Brann, Christopher E. Chalsen, Hua Chen, Jay C. Chiu, Arthur G. Connolly, III, Frederick L. Cottrell, III, Sang N. Dang, Francis DiGiovanni, Thomas M. Dunham, Kevin C. Ecker, Amy Elizabeth Evans, York M. Faulkner, Maxwell A. Fox, Terry D. Garnett, Christopher J. Gaspar, Alexander E. Gasser, Alan M. Grimaldi, Thomas C. Grimm, Thomas Lee Halkowski, Angie Hankins, Richard L. Horwitz, Dan C. Hu, John T. Johnson, Robert J. Katzenstein, Nelson M. Kee, Richard D. Kelly, Matthew W. King, Stephen S. Korniczky, Hamilton Loeb, Robert Maier, David J. Margules, David Ellis Moore, Carolyn E. Morris, Arthur I. Neustadt, Elizabeth A. Niemeyer, Kevin M. O'Brien, Andrew M. Ollis, Karen L. Pascale, Adam Wyatt Poff, Leslie A. Polizoti, Alana A. Prills, Steven J. Rizzi, Lawrence Rosenthal, Avelyn M. Ross, Philip A. Rovner, Diana M. Sangelli, Robert C. Scheinfeld, Carl E. Schlier, Chad Michael Shandler, John W. Shaw, Matthew W. Siegal, Neil P. Sirota, Monte Terrell Squire, William J. Wade, Peter J. Wied, Roderick B. Williams, Vincent K. Yip, Edward R. Yoches.

*/s/ Thomas C. Grimm*

---

Thomas C. Grimm (#1098)